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Attorneys for Plaintiffs,  
RON MCGOWAN & SUNNY MCGOWAN

**U.S. DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

RON MCGOWAN, an individual, and  
SUNNY MCGOWAN, an individual,

Plaintiff,

v.

GARY ZAMBRANO, an individual;  
CHRISTOHER GANAHL, an  
individual; TEMESCAL FINANCIAL  
SERVICES, a business entity, form  
unknown; ASSETT RECOVERY  
SOLUTIONS, a business entity, form  
unknown; STANTON, SMITH,  
WARNER AND ASSOCIATES, a  
business entity, form unknown;  
BRADFORD CAPITAL  
MANAGEMENT GROUP, a business  
entity, form unknown; FULLERTON  
CAPITAL GROUP, INC.; and DOES  
1-25, inclusive;

Defendants.

Case No.:

**COMPLAINT FOR DAMAGES  
AND DEMAND FOR JURY TRIAL  
FOR VIOLATIONS OF:**

- 1. FEDERAL FAIR DEBT  
COLLECTION PRACTICES  
ACT, 15 U.S.C. § 1692, et seq.**
- 2. FEDERAL FAIR CREDIT  
REPORTING ACT**
- 3. INTENTIONAL INFLICTION  
OF EMOTIONAL DISTRESS**
- 4. INTRUSION UPON  
PRIVACY**

1 Plaintiffs, RON MCGOWAN and SUNNY MCGOWAN, by and through their  
2 attorneys of record, hereby complain and allege as follows:

3 **INTRODUCTION**

4 1. Plaintiffs, by and through their attorneys of record, brings this action to  
5 secure redress from unlawful debt collection practices engaged in by Defendants in  
6 violation of the Federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692-1692p  
7 (“Federal FDCPA”), the Federal Fair Credit Reporting Act (15 U.S.C. §§ 1682-1681x)  
8 (“Federal FCRA”), and the State of California torts of Intentional Infliction of  
9 Emotional Distress and Intrusion Upon Privacy.

10 2. Plaintiffs make the allegations below on information and belief, with the  
11 exception of those allegations that pertain to Plaintiff personally, or to Plaintiff’s  
12 counsel, which Plaintiff alleges on personal knowledge.

13 3. While many violations are described below with specificity, this  
14 Complaint alleges violations of the statutes cited in their entirety.

15 **JURISDICTION AND VENUE**

16 4. This action arises out of Defendants’ violations of the Federal FDCPA and  
17 the Federal FCRA, over which the U.S. District Court has original subject matter  
18 jurisdiction pursuant to 28 U.S.C. § 1331, 15 U.S.C. § 1681p, and 15 U.S.C. § 1692k.

19 5. The District Court has supplemental jurisdiction over the State of  
20 California tort causes of action pursuant to 28 U.S.C. § 1367(a) as they arise from the  
21 same set of facts and circumstances as those giving rise to the federal statutes identified

above.

6. Because Defendants are all physically present within the City of Laguna Niguel, County of Orange, and regularly conduct business within the State of California by purposefully contacting California residents for purposes of debt collection, personal jurisdiction is established.

7. Venue in this District is proper pursuant for the following reasons: (i) Plaintiffs reside in the County of Riverside, State of California, which is within this judicial district; (ii) the conduct complained of herein occurred within this judicial district; and, (iii) Defendants have purposefully conducted business within this judicial district at all times relevant.

## PARTIES & DEFINITIONS

8. Plaintiffs are presently unaware of the true names and capacities of the Defendants sued herein as DOES 1-25, inclusive, and therefore sue said Defendants under such fictitious names. Plaintiffs will amend this Complaint to allege the true names and capacities of such fictitiously named Defendants when the same have been ascertained. Plaintiffs are also informed and believe, and based thereon allege, that each of the fictitiously named Defendants is responsible in some manner for the occurrences, acts, or omissions alleged herein, and that Plaintiffs' damages were proximately caused by their conduct. Hereinafter, all Defendants, including DOE Defendants, will sometimes be referred to collectively as "Defendants."

9. Plaintiffs, as natural persons allegedly obligated to pay a consumer debt to

1 Defendants, alleged to have been due and owing, are therefore both a “consumer” as  
2 that term is defined by 15 U.S.C. § 1692a(3) of the FDCPA.

3 10. Defendants alleged that they were trying to collect from Plaintiff SUNNY  
4 MCGOWAN upon a defaulted Wells Fargo checking account fee that, in reality,  
5 Plaintiff RON MCGOWAN allegedly incurred 8 years ago, the checking account for  
6 which RON MCGOWAN opened and maintained for personal and household finances.  
7 Therefore, Plaintiffs are informed and believe that the money alleged to be owed to  
8 Defendants originated from monetary credit that was extended primarily for personal,  
9 family, or household purposes, and is therefore a “debt” as that term is defined by 15  
10 U.S.C. § 1692a(5) of the FDCPA.

11 11. Plaintiffs are informed and believe that Defendants utilize the  
12 instrumentalities of interstate commerce and the mails in a business for which the  
13 principal purpose is the collection of any debts; regularly collect or attempt to collect,  
14 directly or indirectly, debts owed or due or asserted to be owed or due another or  
15 themselves; and are therefore “debt collectors” within the meaning of 15 U.S.C. §  
16 1692a(6) of the FDCPA.

### 17 **FACTUAL ALLEGATIONS**

18 12. Plaintiffs are both honest, hardworking, law abiding citizens.

19 13. Plaintiff SUNNY MCGOWAN is a 37-year old kindergarten teacher, and  
20 has been employed as a grade school teacher since the year 2000.

21 14. Plaintiff RON MCGOWAN is a 40-year old peace officer, and has been so

1 employed for approximately 20 years.

2 15. Plaintiffs have two children together, ages 10 and 13.

3 16. Upon information and belief, Defendant GANAHL is the primary operator  
4 of multiple business entities that engage in unlawful and fraudulent debt collection  
5 activity. Namely, Defendant TEMESCAL FINANCIAL SERVICES (“TEMESCAL”),  
6 Defendant ASSETT RECOVERY SOLUTIONS (“ASSET”), Defendant STANTON,  
7 SMITH, WARNER AND ASSOCIATES (“STANTON”), Defendant BRADFORD  
8 CAPITAL MANAGEMENT GROUP (“BRADFORD”), and Defendant FULLERTON  
9 CAPITAL GROUP, INC. (“FULLERTON”) all represent, assist or claim to assist in  
10 debt collection in association with Defendant, GANAHL who engages in unlawful debt  
11 collection.

12 17. At all times mentioned in this Complaint, Defendant GANAHL was and is  
13 the alter ego of Defendants, TEMESCAL, ASSET, STANTON, BRADFORD, and  
14 FULLERTON; and at all times herein mentioned there existed such a unity of interest  
15 in ownership between GANAHL and Defendants, TEMESCAL, ASSET, STANTON,  
16 BRADFORD, and FULLERTON such that any separateness has ceased to exist  
17 between them because they have all assisted GANAHL in engaging and operating an  
18 illegal and unlawful debt collection scheme, and have commingled and used the assets  
19 of one another for the benefit of GANAHL and have caused the assets of said entities to  
20 be transferred to GANAHL without adequate consideration; who has also exercised  
21 complete dominance and control over said entities, and their properties, such that the

1 foregoing entities are mere shells and instrumentalities for the conduct of the personal  
2 business and activities of GANAHL.

3 18. Adherence to the fiction of a separate existence of Defendants  
4 TEMESCAL, ASSET, STANTON, BRADFORD, and FULLERTON would sanction  
5 fraud and permit an abuse of the legal benefits of true limited liability companies and  
6 corporations.

7 19. Plaintiffs allege that GANAHL is therefore personally liable for any  
8 judgement hereunder obtained against Defendants TEMESCAL, ASSET, STANTON,  
9 BRADFORD, and FULLERTON.

10 20. Defendant GANAHL operates each of these false business entities out of  
11 his residence located at 28502 Las Arubas, City of Laguna Niguel, State of California.

12 21. Defendant GANAHL has registered with the Secretary of State this Las  
13 Arubas address as the physical location for himself as the agent for service of process  
14 for Defendant BRADFORD.

15 22. Defendant GANAHL has also registered with the Secretary of State  
16 himself as agent for service of process for Defendant FULLERTON, but albeit at a  
17 different physical address.

18 23. Defendant GANAHL has also listed this Las Arubas address as the  
19 physical location for both Defendant ASSET and Defendant STANTON on an  
20 application for a post office box at the UPS Store, 27068 La Pas Road in the City of  
21 Aliso Viejo, State of California, and used both his California Driver's License and

1 Kaiser medical insurance card as proof of his identification.

2 24. Defendant GANAHL has also has also listed this Las Arubas address as  
3 the physical location for Defendant TEMESCAL on an application for a post office box  
4 at the Postal Annex located at 387 Magnolia Ave, Suite 103, Box 441 in the City of  
5 Corona, State of California, and used both his California Driver's License and Kaiser  
6 medical insurance card as proof of his identification.

7 25. Mail addressed to Defendant TEMESCAL has been confirmed as being  
8 placed in the Postal Annex box number 441.

9 26. Upon information and belief, Defendant GANAHL uses the registered  
10 corporate structure of Defendant BRADFORD and Defendant FULLERTON as a  
11 means of funneling all illegally-obtained funds obtained by and through the false  
12 entities of STANTON and ASSETT. In effect, Defendant GANAHL and his shell  
13 entities commit conversion of illegally obtained funds by utilizing BRADFORD and  
14 FULLERTON to "wash" the illegally obtained money of STANTON and ASSETT.

15 27. Upon information and belief, Defendant ZAMBRANO, is the owner of the  
16 real estate property on Las Arubas and is aware of, and has ratified, authorized, and  
17 assists Defendant GANAHL's unlawful conduct undertaken on his property, with  
18 knowledge that the funds received by Defendant ZAMBRANO from Defendant,  
19 GANAHL are the results of unlawful debt collection based on false presents and  
20 extortion resulting in a Fraudulent Transfer and Constructive Trust of funds that  
21 GANAHL has illegally obtained and is hiding with ZAMBRANO for safe keeping.

1           28. Plaintiffs are therefore informed and believe, and thereon allege, that each  
2 individual Defendant was acting as an agent of the other named Defendants in this  
3 action, and therefore, each Defendant can be held responsible and is vicariously liable  
4 for the conduct of the other named Defendants and vice versa.

5           29. Upon information and belief, Defendant GANAHL also utilizes the  
6 services of others to assist him in making debt collection phone calls in an attempt to  
7 obtain money from unsuspecting consumers. The names of the individuals who assist  
8 GANAHL in this fraudulent enterprise have not yet been determined and each will be  
9 brought in as a DOE Defendant when they are identified.

10           30. On February 1, 2016, Plaintiff SUNNY was contacted by the school's  
11 Principal and was informed that someone identified as "Dale Wright" just called the  
12 school and informed the Headmaster that SUNNY was avoiding them from serving her  
13 with a debt collection lawsuit in which she is named as the Defendant.

14           31. "Dale Wright" claimed to be a "private courier" calling on behalf of the  
15 law firm of STANTON SMITH WARNER & ASSOCIATES, which is a false claim  
16 because such a law firm does not exist.

17           32. "Dale Wright" left a phone number and a "complaint" number for the  
18 Headmaster to give to SUNNY for her to return the message.

19           33. "Dale Wright" claimed to the Headmaster that he had been trying to  
20 contact SUNNY at home but that she has refused to cooperate, which was an absolutely  
21 false claim since no-one had tried to contact SUNNY at her home regarding this matter.



1           34. As a result, SUNNY immediately became emotional in front of her  
2 kindergarten class, her supervisor, and her co-workers, and she remained in this state of  
3 confusion, panic, and distress while she called her husband RON to brief him on what  
4 transpired.

5           35. SUNNY had never given permission for anyone, let alone any of these  
6 Defendants, to discuss any of her debts or financial information with any third party.

7           36. At no point did a court of competent jurisdiction give any third party to  
8 communicate with SUNNY's employer about any alleged debt or finances for SUNNY.

9           37. SUNNY was thereafter unable to return to her teaching duties, and she  
10 stayed in the Principal's office for several hours crying and worrying about what was  
11 going to happen to her career and her reputation now that this (false) information had  
12 just been conveyed to her administration and supervisor.

13           38. After being contacted by SUNNY, Plaintiff RON called the number left by  
14 "Dale Wright" (855-346-4538).

15           39. Upon information and belief, Defendant GANAHL was the one who called  
16 and claimed to be "Dale Wright."

17           40. Defendant GANAHL uses fake names in order to hide his true identity so  
18 as to avoid lawful responsibility for the criminal and unlawful conduct that he engages  
19 in with full understanding and knowledge that such conduct is illegal and unlawful.

20           41. During this initial phone call placed by RON, someone claiming to be  
21 "Robert Brooks" answered the phone as "Smith Warner and Associates".

1           42. Upon information and belief, Defendant GANAHL was the one who  
2 answered the call and claimed to be “Robert Brooks.” This is another false  
3 impersonation that GANAHL engages in as part of his scheme to avoid liability and  
4 provide the false impression that he is operating a lawful debt collection business.

5           43. Also during this phone call, “Robert Brooks” asked RON to give him the  
6 “complaint” number for reference, and “Robert Brooks” claimed that they were  
7 contacting SUNNY in reference to a “breach of contract” that resulted from a debt that  
8 is owed to Wells Fargo for an overdrawn checking account in the amount of \$1,960.13.

9           44. Thereafter, “Robert Brooks” asked if RON was ready to settle the debt.  
10 RON told “Brooks” that he, RON, was actually the account holder on the checking  
11 account in question, and that it had been closed approximately 7-8 years ago. RON also  
12 told “Robert Brooks” that this was the 4<sup>th</sup> time he has disputed this debt with different  
13 debt collectors.

14           45. RON confirmed with “Brooks” that they had the correct address of  
15 Plaintiffs’ residence, even though we have never received correspondence from their  
16 office.

17           46. “Brooks” also admitted to RON that a lawsuit had not been filed in any  
18 county.

19           47. After this phone call, RON has since confirmed that the checking account  
20 in question was actually closed in 2006, and therefore any legal ability to pursue  
21 judgment thereupon has long since been barred by statute of limitations.

1           48. On February 3, 2016, RON called the number back again, and again spoke  
2 with “Robert Brooks” who answered the phone as “Smith Warner and Associates”.

3           49. Again, Plaintiffs are informed and believe that Defendant GANAHL is the  
4 one who answered the phone and claimed to be “Robert Brooks”.

5           50. This time, RON requested a letter on “Smith Warner and Associates”  
6 letterhead validating the alleged debt, and also asked where payment would be sent if  
7 someone desired to do so. GANAHL acting as “Robert Brooks” gave to RON the post  
8 office box information at the UPS Store, 27068 La Pas Road in the City of Aliso Viejo,  
9 State of California, and instructed RON to make a check payable to “FULLERTON”.

10           51. RON inquired as to who “FULLERTON” was, and “Brooks” claimed that  
11 “FULLERTON” is the client of “STANTON” and that any check made payable to  
12 “FULLERTON” would be deposited by “STANTON” for “STANTON” to take their  
13 cut and then pay the balance to “FULLERTON”.

14           52. When RON asked how “STANTON” could deposit a check made payable  
15 to “FULLERTON”, “Brooks” got flustered and responded by falsely claiming “I don’t  
16 know I just work here”, when in reality he owned and operated the fake entity and only  
17 made such statements to avoid lawful responsibility for what he knew to be conduct that  
18 amounted to extortion, unfair business practice, as well as a violation of the Federal  
19 Debt Collection Laws.

20           53. RON then asked if “STANTON” is a law firm or a collection agency, and  
21 “Brooks” responded, “We are a collection law firm”, with the knowledge that such

1 statements is false because there is no such law firm called “STANTON SMITH  
2 WARNER AND ASSOCIATES.”

3 54. Promptly after this phone call, “Robert Brooks” emailed to RON a letter on  
4 “Smith Warner and Associates” letterhead, dated February 3, 2016 and signed by  
5 “Robert Brooks” and addressed to SUNNY.

6 55. A true and correct copy of this letter is attached hereto, and referenced  
7 herein, as **EXHIBIT A**, but with Plaintiff’s residential address and the checking  
8 account number being redacted.

9 56. This letter identifies the Wells Fargo checking account in question, and  
10 claims that “Smith Warner and Associates” is “prepared to offer a legal settlement” and  
11 requests that the payment be made by postdated debit card, credit card, or check.

12 57. This letter also claims that the “offer” will be “null and void” if payment is  
13 not received on the terms demanded.

14 58. This letter also claims that “Smith Warner and Associates” will “release”  
15 SUNNY from “all claims and liabilities” once the funds have cleared.

16 59. This letter is the first written communication from Defendants, and it does  
17 not, contain the disclosures required by 15 U.S.C. 1692g to inform Plaintiffs of their  
18 right to dispute the debt within 30 days.

19 60. On February 4, 2016, RON called the same number for which he had been  
20 using to contact “Brooks”, “Wright”, and “STANTON”, and this time RON asked to  
21 speak with “Chris Ganahl”. RON was eventually transferred to a guy who answered

1 and identified himself as “Chris”, and RON asked if the person was “Chris Ganahl”, to  
2 which the person replied “Yes.”

3 61. Thereafter, later in the day on February 4, 2016, RON received another call  
4 from “Robert Brooks” who asked if RON was prepared to pay the “settlement offer”  
5 amount, and RON said no. In response, “Brooks” told RON “good luck in court” and  
6 threatened to pursue this debt to the “fullest extent of the law with an attorney”.

7 62. Not once during any phone call did “Brooks” or “GANAHL” ever inform  
8 RON that they were a debt collector attempting to collect a debt, as is required by 15  
9 U.S.C. 1692e(11). Moreover, never did GANAHL come clean and inform Plaintiffs the  
10 truth that he was actually operating a fake and illegal debt collection operation that  
11 regularly engages in false threats and extortion in order to get innocent consumers to  
12 pay them for debts that are not owed, can’t be enforced, or settled in full.

13 63. As a result of Defendants’ egregiously oppressive conduct by lying about  
14 being a collection law firm, lying about pursuing legal action on a debt that has been  
15 barred by the statute of limitations for several years, and by informing SUNNY’s  
16 principal about the alleged debt, Plaintiffs have both suffered significant mental  
17 distraught by way of loss of sleep, anxiety, nervousness, fear, feelings of hopelessness  
18 and despair, and SUNNY broke down into hysterical crying fits and was unable to  
19 return to her classroom to teach her kindergarten students.

20 64. Plaintiff RON has also been unable to focus on his duties as a peace  
21 officer, which is immensely troubling considering that he regularly works on serious

1 felony prosecutions.

2         65. Defendant GANAHL and Defendant FULLERTON were both the subject  
3 of a lawsuit in the year 2014 in the matter of *Helvenstine vs. Fullerton Capital Group,*  
4 *Inc.; and Christopher Ganahl, 8:14-cv-02057*, which alleged very similar conduct as  
5 that suffered by Plaintiffs herein, such that debt collection calls were placed to  
6 Helvenstine's employer to (falsely) inform the employer that Helvenstine was the  
7 subject of a debt collection lawsuit that, in reality, had already been paid off and was  
8 not legally enforceable.

9         66. It has also been discovered that GANAHL is connected with a website that  
10 teach individuals how to create false identities for the purposes of surreptitious illicit  
11 activity.

12         67. Upon information and belief, GANAHL has for years been engaging in  
13 criminal conduct by way of falsely threatening consumers with lawsuits if they do not  
14 provide him with financial payments.

15         68. In February of 2016, Plaintiffs discovered that on January 27, 2016,  
16 Defendant GANAHL utilized the fake business entity of TEMESCAL FINANCIAL  
17 SERVICES to conduct an inquiry upon the consumer credit file of SUNNY in order to  
18 obtain her employment and contact information for the purpose of contacting her in an  
19 effort to extort money from her through Defendants' fraudulent debt collection  
20 business.

21         69. As a result of discovering the inquiry conducted by GANAHL through the

1 false business entity TEMESCAL, SUNNY and RON have experienced the feeling that  
2 their private personal information is not safe and is at risk of being stolen by GANAHL  
3 for his illicit purposes, and have felt that their privacy has been severely violated.

4 70. There is no legitimate business purpose for GANAHL or TEMESCAL  
5 obtaining SUNNY's private information for the purpose of engaging in criminal  
6 conduct with her as the victim.

7 71. Upon information and belief, this hard inquiry upon SUNNY's personal  
8 consumer credit file also acts as a negative factor upon her consumer credit score.

9 **FIRST CAUSE OF ACTION**  
10 **ON BEHALF OF BOTH PLAINTIFFS**  
11 **AS AGAINST ALL DEFENDANTS JOINTLY AND SEVERALLY**  
12 **(VIOLATIONS OF FDCPA)**  
13 **15 U.S.C. §§ 1692-1692p**

14 72. Plaintiffs re-allege and incorporate by reference the above paragraphs, as  
15 though set forth fully herein.

16 73. By claiming to SUNNY's Headmaster that she is a Defendant in a debt  
17 collection lawsuit, and this communication to a third party was without prior consent or  
18 the express permission of a court of competent jurisdiction, and was not reasonably  
19 necessary to effectuate a post judgment judicial remedy, and was in connection with the  
20 collection of the alleged debt, and with a person other than Plaintiff, Plaintiff's attorney,  
21 a consumer reporting agency, the creditor, the attorney of the creditor, or the attorney of  
the debt collector. This communication to this third party was not provided for in 15

1 U.S.C. § 1692b. By making said communication to a third party, Defendants therefore  
2 violated 15 U.S.C. § 1692c(b) of the FDCPA.

3 74. By failing to include in the first written communication, dated February 3,  
4 2016, notification of Plaintiffs' dispute rights within 30 days, Defendants have therefore  
5 violated 15 U.S.C. § 1692g of the FDCPA.

6 75. By lying about being a law firm that doesn't actually exist, Defendants  
7 have therefore violated 15 U.S.C. § 1692e, and 1692e(3) of the FDCPA.

8 76. By failing to indicate in each phone call that the communication is from a  
9 debt collector attempting to collect a debt, Defendants have therefore violated 15 U.S.C.  
10 1692e(11) as such a disclosure is required in every communication in an attempt to  
11 collect a debt.

12 77. By repeatedly threatening to pursue legal action against Plaintiffs on a debt  
13 that is barred by statute of limitations, and Defendants did so without actually having  
14 the intention or legal ability to pursue such legal action, Defendants committed the  
15 following violations of the Federal FDCPA:

16 a. Engaged in conduct the natural consequence of which is to harass, oppress,  
17 or abuse any person in connection with the collection of a debt, in violation  
18 of 15 U.S.C. § 1692d, and

19 b. Engaged in false, deceptive, or misleading representation or means in  
20 connection with the collection of a debt in violation of 15 U.S.C. § 1692e,  
21 and



- 1 c. Falsely represented the character and legal status of the debt in violation of  
2 15 U.S.C. § 1692e(2)(A), and
- 3 d. Falsely uttered the representation or implication that nonpayment of any  
4 debt will result in the arrest or imprisonment of any person or the seizure,  
5 garnishment, attachment, or sale of any property or wages of any person  
6 unless such action is lawful and the debt collector or creditor intends to  
7 take such action in violation of 15 U.S.C. § 1692e(4), and
- 8 e. Used false representations and deceptive means to collect or attempt to  
9 collect a debt in violation of 15 U.S.C. § 1692e(10), and
- 10 f. Uttered a threat to take any action that cannot legally be taken or that is not  
11 intended to be taken in violation of 15 U.S.C. § 1692e(5), and
- 12 g. Engaged in unfair or unconscionable means to collect or attempt to collect  
13 any debt in violation of 15 U.S.C. § 1692f of the FDCPA.

14 78. Defendants' overall conduct in this matter amounts to conduct the natural  
15 consequence of which was to harass, oppress, or abuse Plaintiffs in connection with the  
16 collection of a debt, and Defendants therefore violated 15 U.S.C. § 1692d of the  
17 FDCPA.

18 79. Defendants' conduct is willful, as Defendants GANAHL and  
19 FULLERTON have been subjected to previous lawsuits for violations of the FDCPA  
20 concerning very similar conduct.

21 80. As a result of each and every violation of the FDCPA, Plaintiffs are

1 entitled to any actual damages pursuant to 15 U.S.C. § 1692k(a)(1); statutory damages  
2 in an amount up to \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A); and, reasonable  
3 attorney's fees and costs pursuant to 15 U.S.C. § 1692k(a)(3) from each and every  
4 Defendant, jointly and severally.

5 **SECOND CAUSE OF ACTION**  
6 **ON BEHALF OF PLAINTIFF SUNNY**  
7 **AS AGAINST ALL DEFENDANTS JOINTLY AND SEVERALLY**  
8 **(VIOLATIONS OF FCRA)**  
9 **15 U.S.C. §§ 1681q**

8 81. Plaintiffs re-allege and incorporate by reference the above paragraphs, as  
9 though set forth fully herein.

10 82. Defendants violated 15 U.S.C. § 1681q of the Federal FCRA when they  
11 knowingly and willfully obtained information on Plaintiff SUNNY's personal credit  
12 report under false pretenses by representing themselves as a creditor and/or debt  
13 collector but in reality intended to extort money from SUNNY through lies and fraud.

14 83. In February 2016, Plaintiffs discovered that on January 27, 2016,  
15 Defendant GANAHL utilized the fake business entity of TEMESCAL FINANCIAL  
16 SERVICES to conduct an inquiry upon the consumer credit file of SUNNY in order to  
17 obtain her employment and contact information for the purpose of contacting her in an  
18 effort to extort money from her through Defendants' fraudulent debt collection  
19 business.

20 84. As a result of discovering the inquiry conducted by GANAHL through the  
21 false business entity TEMESCAL, SUNNY and RON have experienced the feeling that

1 their private personal information is not safe and is at risk of being stolen by GANAHL  
2 for his illicit purposes, and have felt that their privacy has been severely violated.

3 85. There is no legitimate business purpose for GANAHL or TEMESCAL  
4 obtaining SUNNY's private information for the purpose of engaging in criminal  
5 conduct with her as the victim.

6 86. Civil liability and a private right of action under 15 U.S.C. §§ 1681n and  
7 1681o exist against one who violates Section 1681q of the Federal FCRA, as held in  
8 *Comeaux v. Brown Williamson Tobacco Co.* (9th Cir. 1990) 915 F.2d 1264, 1273 and  
9 *Hansen v. Morgan* (9th Cir. 1978) 582 F.2d 1214, 1221.

10 **THIRD CAUSE OF ACTION**  
11 **ON BEHALF OF BOTH PLAINTIFFS**  
12 **AS AGAINST ALL DEFENDANTS JOINTLY AND SEVERALLY**  
13 **(INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS)**

14 87. Plaintiffs repeat, re-allege, and incorporate by reference all other  
15 paragraphs, as if fully set forth herein.

16 88. "A cause of action for intentional infliction of emotional distress exists  
17 when there is '(1) extreme and outrageous conduct by the defendant with the intention  
18 of causing, or reckless disregard of the probability of causing, emotional distress; (2)  
19 the plaintiff's suffering severe or extreme emotional distress; and (3) actual and  
20 proximate causation of the emotional distress by the defendant's outrageous conduct.'  
21 A defendant's conduct is 'outrageous' when it is so 'extreme as to exceed all bounds  
of that usually tolerated in a civilized community.' And the defendant's conduct must

1 be ‘intended to inflict injury or engaged in with the realization that injury will result.’  
2 ” (*Hughes v. Pair* (2009) 46 Cal.4th 1035, 1050—1051 [95 Cal.Rptr.3d 636, 209 P.3d  
3 963]).

4 89. Plaintiffs are informed and believe, and on that basis alleges, Defendants’  
5 conduct as heretofore described was intended to cause Plaintiffs severe emotional  
6 distress in order to force them to pay money to which Defendants are not entitled.

7 90. Defendants’ conduct as heretofore described exceeded all bounds tolerated  
8 by a decent society, as a reasonable person could not possibly claim that Defendants’  
9 conduct in lying about being a law firm and lying about pursuing legal action against  
10 Plaintiffs would be accepted and tolerated by a decent society.

11 91. Plaintiff SUNNY was falsely threatened with legal action when  
12 Defendants called her administration at school and told them that SUNNY is a  
13 defendant in a debt collection lawsuit and she has been dodging their attempts at  
14 service.

15 92. Plaintiff RON was falsely threatened with legal action when Defendants  
16 told him “Good luck in court” when RON informed Defendants that he was not paying  
17 them any money.

18 93. Defendants’ conduct in fact caused severe emotional distress to Plaintiffs  
19 in that SUNNY broke down in panics, hysterics, and crying fits in the Principal’s office  
20 and was unable to return to her teaching duties, and both Plaintiffs have struggled with  
21 bouts of anxiety, humiliation, fear, nervousness, loss of sleep, feelings of hopelessness

1 and despair, and stress as a result of the egregiously offensive conduct.

2 94. Plaintiffs are further informed and believe that the aforesaid conduct was  
3 malicious and oppressive, as those terms are defined by California Civil Code sections  
4 3294(c)(1) and 3294(c)(2), entitling Plaintiffs to punitive damages.

5 **FOURTH CAUSE OF ACTION**  
6 **ON BEHALF OF PLAINTIFF SUNNY**  
7 **AS AGAINST ALL DEFENDANTS JOINTLY AND SEVERALLY**  
8 **(INTRUSION UPON PRIVACY)**

9 95. Plaintiffs repeat, re-allege, and incorporate by reference all other  
10 paragraphs, as if fully set forth herein.

11 96. Pursuant to *Hernandez v. Hillsides, Inc.* (2009) 47 Cal. 4th 272, 286, a  
12 private cause of action exists for a violation of one's privacy.

13 97. Plaintiffs have a reasonable expectation of privacy in their personal credit  
14 file, which society is prepared to accept as reasonable, as federal law only permits access  
15 to such information for very specific, limited, legitimate business purposes, and for which  
16 extortion and criminal fraud are not acceptable purposes.

17 98. Plaintiffs also have a reasonable expectation of privacy in their places of  
18 employment, as society would not tolerate a criminal contacting one's employer to lie and  
19 falsely claim that the person is the subject of a false debt collection lawsuit.

20 99. As a result of discovering the credit file inquiry conducted by GANAHL  
21 through the false business entity TEMESCAL, and as a result of Defendants contacting  
SUNNY's place of employment to utter lies and false statements with the purpose of

1 forcing her into paying money to which Defendants are not entitled, SUNNY and RON  
2 have experienced the feeling that their private personal information is not safe and is at  
3 risk of being stolen by GANAHL for his illicit purposes, and have felt that their privacy  
4 has been severely violated.

5 100. Defendants' intentional intrusion into Plaintiffs' reasonable expectations of  
6 privacy are intrusions that are highly offensive to a reasonable person, as no honest,  
7 hard-working person deserves to be treated with such abuse, harassment, and disrespect.

8 PRAYER FOR RELIEF

9 WHEREFORE, Plaintiffs pray that judgment be entered against Defendants  
10 jointly and severally, and Plaintiffs be awarded damages as follows:

11 **With respect to the First Cause of Action (on behalf of both Plaintiffs):**

- 12 • An award of statutory damages of \$1,000.00 to each Plaintiff pursuant to 15  
13 U.S.C. § 1692k(a)(2)(A);
- 14 • An award of actual damages of \$150,000.00 to each Plaintiff for emotional  
15 distress and mental anguish, or as the jury may award, pursuant to 15 U.S.C.  
16 § 1692k(a)(1);
- 17 • An award of costs of litigation and reasonable attorney's fees, pursuant to  
18 15 U.S.C. § 1692k(a)(3).

19 **With respect to the Second Cause of Action (on behalf of Plaintiff SUNNY only):**

- 20 • Actual damages in the amount of \$150,000.00, or as the jury may allow,  
21 for Defendants' willful violations of the Federal Fair Credit Reporting Act,

pursuant to 15 U.S.C. § 1681n(a)(1);

- Such punitive damages as the court may allow pursuant to 15 U.S.C. § 1681n(a)(2);
- Actual damages in the amount of \$150,000.00, or as the jury may allow, for Defendants' negligent violations of the Federal Fair Credit Reporting Act, pursuant to 15 U.S.C. § 1681o(a)(1);
- Injunctive relief to prohibit Defendant from engaging in future violations and to delete the inquiry already conducted;
- Any reasonable attorney's fees and costs to maintain the instant action, pursuant to 15 U.S.C. §§ 1681n(a)(3) and 1681o(a)(2).

**With respect to the Third Cause of Action (on behalf of both Plaintiffs):**

- For compensatory damages in the amount of \$150,000.00 for each Plaintiff, or as the jury may allow, pursuant to California Civil Code § 3333;
- Attorneys' fees pursuant to Calif. Code Civil Procedure § 1021.5;
- Punitive damages to be determined at trial, for the sake of example and punishing Defendants, pursuant to Calif. Civ. Code § 3294(a).

**With respect to the Fourth Cause of Action (on behalf of both Plaintiffs):**

- For compensatory damages in the amount of \$150,000.00 for each Plaintiff, or as the jury may allow, pursuant to California Civil Code § 3333;
- Attorneys' fees pursuant to Calif. Code Civil Procedure § 1021.5;

- Punitive damages to be determined at trial, for the sake of example and punishing Defendants, pursuant to Calif. Civ. Code § 3294(a).

Pursuant to the seventh amendment to the Constitution of the United States of America, Plaintiff is entitled to, and hereby demands, a trial by jury.

Dated: 2-9-16

Respectfully submitted,

SEMNR & HARTMAN, LLP

By: /s/ Jared M. Hartman  
Jared M. Hartman, Esq.  
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RON & SUNNY MCGOWAN